

LONGWOOD
UNIVERSITY



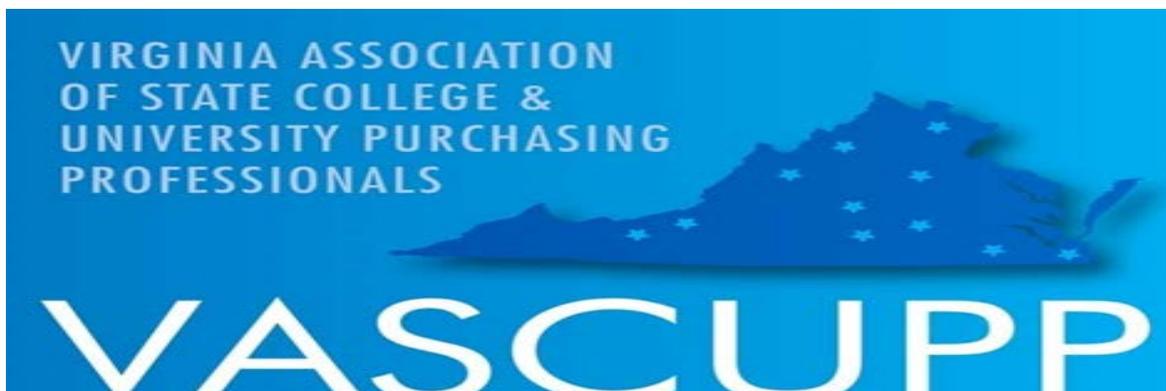
**MATERIEL MANAGEMENT AND PURCHASING
201 HIGH STREET
LANCASTER HALL, ROOM 207A
FARMVILLE, VIRGINIA 23909**

REQUEST FOR PROPOSAL

#LU214-17-013

COMPREHENSIVE GRANT SERVICES

APRIL 18, 2017



LONGWOOD UNIVERSITY IS A PROUD MEMBER OF VASCUPP

REQUEST FOR PROPOSALS (RFP)

Issue Date: April 18, 2017
Title: Comprehensive Grant Services

RFP#LU214-17-013
Commodity Code: 96190

Issuing Agency: COMMONWEALTH OF VIRGINIA
Longwood University
Materiel Management and Purchasing
201 High Street, Lancaster Hall, Room 207A
Farmville, Virginia 23909

OPTIONAL PRE-PROPOSAL CONFERENCE
11:00 a.m., April 28, 2017
Lancaster Hall, 2nd Floor, Room 223
Longwood University
Farmville, Virginia 23909

Location Where Work Will Be Performed: Longwood University, Farmville, Virginia 23909

Initial Period Of Contract: July 1, 2017 through June 30, 2018. Optional four (4) successive one (1) year renewal periods.

Sealed Proposals Will Be Received Until: May 9, 2017 at 2:00 p.m. Local Time For Furnishing The Goods/Services Described Herein. **Proposals Shall Be Date/Time Stamped By The University Upon Receipt.**

All Inquiries For Information Should Be Directed To: Cathryn B. Mobley, Associate Vice President for Administration and Finance, using ATTACHMENT A – WRITTEN PRE-PROPOSAL QUESTION FORM emailed to materielmanagement@longwood.edu or faxed to (434) 395-2246. **Questions are due by 12:00 noon on May 2, 2017.**

IF PROPOSALS ARE MAILED OR HAND DELIVERED, SEND/DELIVER DIRECTLY TO ISSUING AGENCY SHOWN ABOVE.
Note: If you use an express delivery service, you may be told the University is a next day delivery location, but make sure the carrier guarantees delivery by 2:00 p.m.

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

State Corporation Commission (SCC) ID#: _____ or statement describing why offeror is not required to have a SCC ID# must be furnished with your proposal.

eVA Member: [] Yes [] No
eVA Vendor ID#: _____

Check all that apply: Small Business []
Woman-Owned Business []
Minority-Owned Business []

Note: Offeror shall be a member of eVA on the Date and time designated for receipt of proposals to be awarded this contract. See General Terms and Conditions X for information on registration.

DSBSD Certificate Number _____
Certification Date ____/____/____
Expiration Date ____/____/____

Name And Address Of Firm:

Zip Code _____

Date: _____
By: _____
(Signature In Ink)
Name: _____
(Please Print or Type)
Title: _____

E-mail: _____
Phone: (____) _____
(Toll Free, if available)

Fax: (____) _____
(Toll Free, if available)

ADDENDUMS: Any changes resulting from Longwood University's requirements will be issued in an addendum and will be posted on the eVA website, <http://www.eVA.virginia.gov> and the Longwood University Materiel Management website, <http://tkts.longwood.edu/ifbrfp/reviewrfp.asp>. Click on Proposal Number **LU214-17-013**. It is the sole responsibility of the Offeror to check these web pages for all changes to the RFP prior to submission. **Failure to sign and return addenda may cause your proposal to be scored lower.** Longwood University will not mail or fax these documents.

Note to Offerors: Parking is difficult, please plan to arrive early. If Offeror requires ADA accommodations to deliver proposal, please contact the Materiel Management and Purchasing Office at (434) 395-2093 twenty-four (24) hours prior to solicitation closing.

INCLEMENT WEATHER / SUSPENDED SCHEDULE: Proposal receipt deadline scheduled during a period of suspended state business operations, including school closing due to inclement weather, will be rescheduled for processing at the same time on the next regular business day. It is your responsibility to check Longwood's website or call for closing information. See the following website: <http://www.longwood.edu> or call the main number at 1-434-395-2000 after 6:00 a.m., to see if Longwood is going to be open or if a suspended schedule has been implemented.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. **PURPOSE:** The intent and purpose of this Request for Proposals (RFP) is to solicit proposals from qualified sources to enter into a contract for comprehensive sponsored research services for Longwood University, (hereinafter also referred to as “LU” or “the University”), an agency of the Commonwealth of Virginia.

II. **GOVERNING RULES:** This solicitation is issued in accordance with the provisions of:

A. Purchasing Manual for Institutions of Higher Education and their Vendors: <https://vascupp.org>.

B. Governing Rules: <https://vascupp.org>.

C. General Terms and Conditions: <http://solomon.longwood.edu/media/materiel-management/solomon/General-Terms-and-Conditions-1-Jul-2015.pdf>

D. Data Protection Addendum: <http://solomon.longwood.edu/offices--departments/materiel-management--purchasing/purchasing/>

III. **BACKGROUND:** Longwood University, host of the 2016 U.S. Vice-Presidential Debate, is a comprehensive university with a strong liberal arts foundation. Longwood has a distinctive mission to develop citizen leaders who are prepared to make positive contributions to the common good. Today, Longwood has approximately 5,000 students, including 500 graduate students, and more than 34,000 alumni.

Longwood is part of the proud tradition of higher education in the Commonwealth of Virginia and is the third-oldest public university in Virginia. Roughly one hour’s drive from Lynchburg, Charlottesville and Richmond, Longwood is located in the two-college community of Farmville, at a historic crossroads near where the Civil War drew to a close and powerful strides in the civil rights movement began. It operates the neighboring Robert Russa Moton Museum of civil rights history; the Longwood Center for Visual Arts, one of just a few dozen nationally accredited university art museums; and Hull Springs Farm, a center for environmental studies and outreach, on the Chesapeake Bay. Further information about the University may be found at the following website: <http://www.longwood.edu>

Longwood has a strong tradition of excellent teaching and the vast majority of classes are taught by full-time faculty. Faculty scholarship is integral to the learning experience, though historically, only a small number of faculty have been engaged in grant-based research projects and experiences. Longwood is looking to enhance and expand the number of faculty who are engaged in grant projects through both public and private funding agencies.

Over the past four years, Longwood University faculty and staff have submitted approximately 30-40 applications annually for external sponsored funding support to a variety of federal, state and private organizations. More than half of these applications are submitted to state and private agencies with a proposed budget of \$100,000 or less. The total amount of external funding received during the same four year period equates to approximately \$715,795 annually. Among the agencies to which Longwood University has recently submitted grant applications are the National Science Foundation, the U.S. Department of Justice, the Virginia Department of Education, the State Council for Higher Education in Virginia, the Institute of Museum and Library Services, the National Endowment for the Humanities, the National Endowment for the Arts, and U.S. Department of Education.

IV. **STATEMENT OF NEEDS:**

Longwood is seeking the services of a consulting firm to provide a comprehensive suite of competitive grant services comparable to those that would be offered by a successful, mature sponsored research services office. The contractor should have a physical office near Washington, D.C., that could be used by Longwood faculty and administrators for meetings with agency program officials and others.

- A. The scope of work shall include the following:
1. Develop an understanding of the research capacity of the institution through meetings with faculty and administrators;
 2. Offer on-campus grant writing workshops or meet with faculty and staff once a quarter;
 3. Enhance both institutional and faculty/staff capacity to develop a grant-writing culture;
 4. Coordinate with the Office of Sponsored Programs and the Office of the Provost and Vice President for Academic Affairs to identify opportunities for foundation and government funding that are appropriate for the campus and faculty;
 5. Work with Longwood faculty and staff and corresponding funders in order to develop a mutual understanding of competencies and needs prior to agencies' public announcements of grant opportunities; assist Longwood to compete for these government and foundation grants through the provision of professional grant-writing in collaboration with the subject matter expertise of the faculty and staff in order to successfully submit complete proposals;
 6. Arrange for personal visits with appropriate funding agencies;
 7. Provide faculty and staff with access to the contractor via a web portal.
- B. The applicant should have the following qualifications:
1. Experience in working with relevant government agencies and foundations that fund institutions of higher education;
 2. Knowledge and experience in identifying and securing competitive grant dollars for higher education institutions;
 3. A strong record of successfully assisting institutions of higher education, especially those similar to Longwood University, to obtain federal and foundation grant funding in the last three years;
 4. Experience working directly with faculty and staff on developing and writing successful grant proposals.

V. **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

A. **GENERAL INSTRUCTIONS:**

1. **RFP Response:** In order to be considered, offerors must submit a complete response to Longwood by the due date and time stated in this RFP. Offerors are required to submit one (1) signed original hardcopy (paper) of the entire proposal including all attachments and proprietary information; five (5) additional hardcopies (paper) including all attachments and proprietary information and one (1) copy of the proposal as a PDF file including all attachments and proprietary information in electronic format (e.g., CD, DVD or Thumb Drive). If the proposal contains proprietary information, then a redacted copy of the proposal in electronic format must also be submitted. The offeror shall make no other distribution of the proposals.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements.

Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors’ proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an

offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted, therefore, proposals should be complete when submitted.

B. **SPECIFIC PROPOSAL INSTRUCTIONS:** Proposals should be as thorough and detailed as possible so that Longwood may properly evaluate the offeror's capabilities to provide the required services. Offerors are **required to submit** the following items as a complete proposal:

1. The completed RFP inside cover sheet (Page | 2) and all addenda acknowledgments, if any, signed and filled out as required.
2. Offeror Data Sheet, included as ATTACHMENT C to the RFP.
3. A written narrative statement to include:
 - a. Experience in providing the goods/services described herein emphasizing experience working in conjunction with small liberal arts, public institutions, and college/university faculty, staff, and administrators.
 - b. Experience working with university Sponsored Program offices and in preparing project applications that are compliant with Federal, State, and Local regulations.
 - c. Names, qualifications and experience of personnel to be assigned to the project. Identify primary contact(s) and specific subject matter experts in the arts, humanities, social sciences, and natural sciences.
 - d. Resumes of staff members who would be the primary contacts to Longwood University.
 - e. Policy for security precautions with regard to client confidentiality and proprietary information.
4. Specific plans for providing the proposed services including:
 - a. List of proposed equipment/goods and approach to providing any service including a proposed work plan.

- b. What, when and how services will be performed.
 - c. Timeframe for initial start-up.
5. Small Business Subcontracting Plan, included as ATTACHMENT B to the RFP. Offeror shall submit a Small Business Subcontracting Plan which summarizes the planned utilization of DSBSD-certified small businesses which include businesses owned by women and minorities, when they have received DSBSD small business certification, under the contract to be awarded as a result of this solicitation.
 6. Proposed Cost.

VI. **EVALUATION AND AWARD CRITERIA:**

- A. **EVALUATION CRITERIA:** Proposals will be evaluated for full compliance with the RFP requirements and the terms and conditions set forth within the RFP document. The objective of the Evaluation Committee will be to select the Contractor that is most responsive to the herein described needs and represents the best value for Longwood University.

Proposals will be evaluated by Longwood University using the following weighted evaluation criteria:

<u>EVALUATION CRITERIA</u>	<u>POINT VALUE</u>
1. Experience	20
2. Personnel	20
3. Specific plans and methodology to be used to perform services	25
4. Small Business Subcontracting Plan	20
5. Cost	<u>15</u>
TOTAL	<u>100</u>

- B. **AWARD OF CONTRACT:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the RFP, including compensation, if so stated in the RFP. Negotiations shall be conducted with the offerors so selected. After negotiations have been conducted with each offeror so selected, Longwood shall select the offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to the offeror(s). Longwood may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia.) Should Longwood determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the offeror’s proposal as negotiated.

VII. **CONTRACT ADMINISTRATION:** Upon award of the contract, LU shall designate, in writing, the name of the Contract Administrator who shall work with the Contractor in formulating mutually acceptable plans and standards for the operations of this service. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from LU shall be transmitted through the Contract Administrator, or their designee(s) however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope of the work or change the basis for compensation to the Contractor.

VIII. **SPECIAL TERMS AND CONDITIONS:**

1. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
2. **AWARD OF CONTRACT:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
3. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
4. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in multiple purchase order(s) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

5. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for four (4) successive one (1) year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
6. **CONTRACT PARTICIPATION:** Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at <http://www.longwood.edu/materielmanagement>), Cooperative Procurement, it is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify Longwood University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Longwood University. Longwood University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Longwood University is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances. Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

7. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for (90) days. At the end of the days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
8. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____ Name of Offeror	5/9/17 _____ Due Date	2:00 p.m. _____ Time
_____ Street or Box Number	LU214-17-013 _____ RFP No.	
_____ City, State, Zip Code	Comprehensive Grant Services _____ IFB/RFP Title	
DSBSD-certified Micro Business or Small Business No. _____		
Name of Contract/Purchase Officer or Buyer <u>Cathryn B. Mobley, CPA, CUPO, VCCO, VCO</u>		

9. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
 - A. 1. It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All offerors are required to submit a Small Business

Subcontracting Plan. Unless the offeror is registered as a DSBSD-certified small business and where it is not practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

2. Each prime contractor who wins an award in which a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. Upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DSBSD-certified small businesses. Upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

B. If the contractor intends to subcontract work as part of its performance under this contract, the contractor shall include in the proposal a plan to subcontract to small, women-owned, minority-owned, and service disabled veteran-owned businesses.”

10. **OPTIONAL PREPROPOSAL CONFERENCE:** An optional preproposal conference will be held at 11:00 a.m. on April 28, 2017 in Lancaster Hall, Room 223 at Longwood University. The purpose of this conference is to allow potential bidders/offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

11. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize,

using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

12. **REFERENCES:** Offerors shall provide a list of three (3) references where similar services have been provided, preferably for a college or university. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and email address and telephone number. An OFFEROR DATA SHEET is included as ATTACHMENT C to this RFP and shall be completed and submitted with the offeror's proposal.
13. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
14. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
15. **CONTINUITY OF SERVICES:**
 - a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 - b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

16. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

17. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

IX. **INVOICING AND PAYMENT:** The Contractor shall submit a fully itemized invoice that references the LU contract number, material description, quantities and unit prices, and Purchase Order number. Payment will be made thirty days after receipt of proper invoice for the amount of payment due, or thirty days after receipt of goods / services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Payment Act. Mail invoice(s) to:

Longwood University
Accounts Payable
201 High Street, Lancaster 213 A-D
Farmville, Virginia 23909

X. **ATTACHMENTS:**

A – WRITTEN PRE-PROPOSAL QUESTION FORM

B – SMALL BUSINESS SUBCONTRACTING PLAN

C – OFFEROR DATA SHEET

D – QUARTERLY SWaM SUBCONTRACTOR EXPENDITURE REPORTING FORM

ATTACHMENT B – SMALL BUSINESS SUBCONTRACTING PLAN

Definitions

DSBSD: Department of Small Business and Supplier Diversity.

Small Business: “Small Business” means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DSBSD-certified women- and minority-owned businesses when they have received DSBSD small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by DSBSD by the due date of the solicitation to participate in the SWaM program. Certification applications are available through DSBSD online at www.dmbv.virginia.gov (Customer Service).

Offeror’s Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by DSBSD as a small business, complete only Section A of this form. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in this section. Points will be assigned based on each offeror’s proposed subcontracting expenditures with DSBSD-certified small businesses for the initial contract period as indicated in Section B in relation to the offeror’s total price.

Section A

If your firm is certified by DSBSD, are you certified as a **(check only one below)**:

_____ Small Business	Certification Number: _____
_____ Small and Women-owned Business	
_____ Small and Minority-owned Business	Certification Date: _____

ATTACHMENT C – OFFEROR DATA SHEET (TO BE COMPLETED BY OFFEROR AND RETURNED WITH PROPOSAL)

A. **Qualification of Offeror:** The Offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. Indicate below the length of time you have been in business providing the goods/services required herein.

_____ Year(s) _____ Month(s)

B. **References:** List three (3) contacts (preferably a college or university if available) for whom you have provided this type of goods/services that the University has your permission to contact.

1.

Company/Name of Contact Person

Address

_____ Date(s) of Service
Phone Number

Email Address

2.

Company/Name of Contact Person

Address

_____ Date(s) of Service
Phone Number

Email Address

3.

Company/Name of Contact Person

Address

_____ Date(s) of Service
Phone Number

Email Address

ATTACHMENT D – QUARTERLY SWaM SUBCONTRACTOR EXPENDITURE REPORTING FORM

THIS PAGE FOR REFERENCE ONLY – DO NOT COMPLETE FOR RFP#LU214-17-013 PROPOSALS

The subcontractor expenditure information provided on this form will be submitted in an electronic dashboard on behalf of Longwood University to the Virginia Department of Small Business and Supplier Diversity (DSBSD). Provide all information requested for actual expenditures for the monthly billing period.

Reporting Period: Fiscal Year _____ Quarter Ended _____

Prime Contractor Information: Complete one form for each Prime Contractor

Company Name: _____ Company Contact: _____
 Company Address: _____ Company Tax ID: _____
 _____ LU Contract/Project ID _____

Subcontracting Expenditures: The amount paid by prime contractors to DSBSD-certified SWaM business for work directly traceable to the fulfillment of a contract or project with Longwood University.

Subcontractor Name	Subcontractor Tax ID	Category * (MB/WB/SB)	Subcontractor Dollar Amount	DSBSD Certification Number

* Category: (MB) Minority Business, (WB) Women-owned Business, (SB) Small Business.
 (Attach additional pages if necessary)

Summary of Expenditures by SWaM Category

Total Subcontracting Amount with Minority Businesses (MB)	Total Subcontracting Amount with Women-owned Business (W)	Total Subcontracting Amount with Small Business (SB)

Submitted by: _____ **Name:** _____

Title: _____ **Signature** _____

Telephone: _____ **Title** _____